

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JUNGLE JAVA, INC., a Michigan corporation,

Plaintiff,

Case No. 11-cv-12159-GCS-MKM
Hon. George Caram Steeh

v.

PLAYGROUNDS LLC, a Michigan limited liability company, ERIC YELSMA, an individual, SHELLY YELSMA, an individual, GAVIN CLARKSON, an individual, LISA CLARKSON, an individual, MOCHA MOUNTAIN LLC, a Michigan limited liability company, and WILLIAM CONLIN, an individual,

Defendants.

BUTZEL LONG, a professional corporation
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**ORDER OF DEFAULT JUDGMENT AND PERMANENT INJUNCTION
AGAINST DEFENDANTS PLAYGROUNDS, LLC, ERIC YELSMA,
SHELLY YELSMA, GAVIN CLARKSON AND MOCHA MOUNTAIN, LLC**

In accordance with Rule 55(b)(2) of the Federal Rules of Civil Procedure and upon the Plaintiff's Motion for Entry of Default Judgment, a default judgment is hereby entered against Defendants Playgrounds, LLC, Eric Yelsma, Shelly Yelsma, Gavin Clarkson and Mocha

Mountain, LLC in the principal amount of \$44,632.24, plus interest from the date of demand.

Defendants are also permanently enjoined from, directly or indirectly:

1. Owning, maintaining, advising, operating, engaging in, being employed by, making loans to, or having any interest in or relationship or association with a business which offers the same or similar products or services as those offered by Jungle Java, and which is located: (i) at the location of the Franchised Store (3900 Jackson Road, Ann Arbor, Michigan 48103); or (ii) within a twenty mile radius of the Franchised Store, for two (2) years from the date of this Court's order;
2. Using or disclosing any of Jungle Java's confidential, proprietary or trade secret information or property;
3. Using the JUNGLE JAVA Marks or any trademark, service mark, logo or trade name that is confusingly similar to the JUNGLE JAVA Marks;
4. Otherwise infringing the JUNGLE JAVA Marks or using any similar designation, alone or in combination with any other components;
5. Passing off any their products or services as those of Jungle Java or Jungle Java authorized franchisee;
6. Causing a likelihood of confusion or misunderstanding as to the source or sponsorship of their business, products or services;
7. Causing a likelihood of confusion or misunderstanding as to their affiliation, connection or association with Jungle Java and its franchisee or any of Jungle Java's products or services; and
8. Otherwise unfairly competing with Jungle Java or its franchisees, in any manner.

Further, it is ordered that Defendants must pay all costs, expenses and reasonable attorneys' fees associated with the enforcement and collection of this Judgment.

s/George Caram Steeh
United States District Judge

Dated: November 21, 2011